

This lease is subject to contract provisions printed on both sides of this Contract Agreement. Lessee is responsible for all damage to equipment, and must secure proper insurance as provided herein.

**DYNAMIC**  
RENTAL SYSTEMS  
EQUIPMENT RENTAL CONTRACT

**2920 E. X Street  
LaPorte, Texas 77571  
ph: 281-842-RENT  
fax: 281-842-7369  
micrentalsystems.com**

10164

25 yrd Vae Boy

Unit Number: VB-2567

START DATE	STOP DATE
1-21-10	

CES

1-21-10

Jennie

Date Needed \_\_\_\_\_

Ordered By

Date \_\_\_\_\_

PO Number:

Location Used:

CES - Houston

Item Description	Sales Order No.	Number	Unit Cost	Total
Rental 25yd vac Box				
<b>Delivery / Pick up</b>  Start Time _____ End Time _____ Start Time _____ End Time _____ Start Time _____ End Time _____ Driver _____ Unit Number _____				

## JOB SITE / SHIP TO

## NOTED DAMAGES

Start on rent to C.E.S. 1-21-10  
Per: Jennifer Rust sent by  
email

## \*REGULATORY FORMS

Lessee must return all DRS / regulatory paperwork at return.  
Failure to do so will result in additional charges shown below:

## Contact

Phone

Type of Application / Product

## NOTES

DOT Cab Card	\$ 25.00
IFTA License	\$ 10.00
Our Vehicle Insurance Card	\$ 5.00
Proof of DOT Inspection	\$ 25.00
Emergency Contact Information	\$ 5.00
Tank Certification, (if applicable)	\$ 10.00
Entire Contents of Binder and Binder	\$ 100.00

\*\*\*This information is kept in a binder and is in each truck.\*\*\*

## RENTAL AGREEMENT

Hours exceeding above usage will be billed at an 10% per hour of the daily rental rate. These rates do not include applicable taxes, fuel, transportation, cleaning or disposal charges. Equipment must be returned full of fuel. Fuel replacement charges billed \$5.00 per gallon if not returned full of fuel. Equipment must be returned in a condition to be rented to the next customer. Equipment / accessories not returned or ruined will be charged at listed rates. Equipment returned in a condition that prohibits us from renting to another customer will remain on rent until condition is remedied. Equipment that is returned in a condition that prohibits us from renting to another customer can be remedied by the the rental customer or Dynamic at the published rates included with this document.

## RENTAL CHECK OFF / CHECK IN ACKNOWLEDGEMENT

*This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.*

Equipment Released to:

**Equipment Returned by::**

Print Name \_\_\_\_\_

Signature

Date \_\_\_\_\_

Print Name \_\_\_\_\_

**Signature**

Date \_\_\_\_\_

Print Name Anthony Brar  
Dynamic Rental Systems, LLC

1-21-10  
Date

Date \_\_\_\_\_

Dynamic Rental Systems, LLC

Date \_\_\_\_\_



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RENTAL SYSTEMS  
EQUIPMENT RENTAL CONTRACT

9889

## VAC Box

Unit Number: VB-25141

START DATE	STOP DATE
12-8-09	

LES

Jennie<sup>Cu</sup>

12-8-09

Date Recd  
12-8-09

Location Used:

CES Yrd - Hou.

Item Description	Sales Order No.	Number	Unit Cost	Total
Rental		77636		
25 yd vac Box				
Delivery <u>Pick up</u> CES				
Start Time _____ End Time _____				
Start Time _____ End Time _____				
Start Time _____ End Time _____				
Driver _____ Unit Number _____				
<input type="checkbox"/> Delivery <input type="checkbox"/> Respot <input type="checkbox"/> Pickup <input type="checkbox"/> Haul  CPY				

### CLEANING CHARGES

These rates will be charged if the rental customer wants DRS to return the equipment to "ready to rent" condition:

Interior	\$ 75.00
Exterior wash	\$ 150.00
Heavy duty cleaning	Cost plus 20%
Tank wash and disposal	Cost plus 20%
Hydroblasting	Cost plus 20%

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Phone

Type of Application / Product

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## RENTAL CHECK OUR CHECK IN ACKNOWLEDGEMENT

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Equipment Released to:

Equipment Returned by::

Print Name  
Anthony Bream  
Dynamic Rental Systems, LLC

Signature \_\_\_\_\_

12/8/09

12/8/09  
Date

Equi

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Dynamic Rental Systems, LLC

Date \_\_\_\_\_



Equipment Returned by::

Print Name	Signature	Date
Dynamic Rental Systems, LLC		Date



Equipment Released to:			Equipment Returned by:		
<i>Jesse Hernandez</i>	<i>[Signature]</i>	<i>10/20/17</i>			
Print Name	Signature	Date	Print Name	Signature	Date
<i>Anthony Brown</i>	<i>[Signature]</i>	<i>10/20/09</i>			
Print Name	Signature	Date	Print Name	Signature	Date
Dynamic Rental Systems, LLC			Dynamic Rental Systems, LLC		
Date			Date		















Equipment Released to:			Equipment Returned by::		
Print Name	Signature	Date	Print Name	Signature	Date
Jay Gannally	[Signature]	1-16-10			
Kenn W. Neff Jr.	[Signature]	1-16-10			
Dynamic Rental Systems, LLC			Dynamic Rental Systems, LLC		
		Date			Date



Notice to Lessee:  
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# 11002157

## DYNAMIC

### RENTAL SYSTEMS

#### EQUIPMENT RENTAL CONTRACT

2920 E. X Street  
LaPorte, Texas 77571  
ph: 281-842-RENT  
fax: 281-842-7369  
www.dynamicrentalsystems.com

11098

#### EQUIPMENT DESCRIPTION

Unit Number:

FT574

START DATE	STOP DATE
11-25-09	

Frac Tank

CUSTOMER INFORMATION	
Customer: CES	PO Number:
Ordered By: Steve	Location Used: Port Arthur, TX
Date Needed: 11-25-09	Date: 11-25-09

Item Description	Sales Order No.	Number	Unit Cost	Total
500 BBL Frac Tank				
Rental				
<div> <input checked="" type="checkbox"/> Delivery / <input type="checkbox"/> Pick up         </div> <div>           Start Time 1:00 End Time 5:30pm         </div> <div> <input checked="" type="checkbox"/> Delivery <input type="checkbox"/> Respot  <input type="checkbox"/> Pickup <input type="checkbox"/> Haul         </div> <div>           Driver _____ Unit Number _____         </div>				

JOB SITE / SHIP TO	NOTED DAMAGES

*REGULATORY FORMS
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This rental equipment is accepted in perfect condition except where noted. It is my responsibility to return in the same condition. Only authorized operators may use this equipment. Only properly licensed drivers may drive the vehicle.

Equipment Released to:

Equipment Returned by::

Print Name <u>Anthony Brown</u>	Signature <u>[Signature]</u>	Date <u>11-25-09</u>	Print Name	Signature	Date
Dynamic Rental Systems, LLC		Date	Dynamic Rental Systems, LLC		Date



1. Lessee agrees to pay Lessor, at Lessor's stated place of business, all rentals stipulated on the face hereof as invoiced to Lessee from time to time by Lessor. All such invoices shall be paid promptly by Lessee, but in no event shall payment be delayed more than 30 days after Lessor's invoice. Time is of the essence for purposes of this section 3.

2. The Lease contains the full, entire and complete understanding of the parties concerning the subject matter hereof. No amendment or addition to this lease shall be made except in writing endorsed by both parties.

3. The Leased Equipment shall at all times be and remain the sole and exclusive property of Lessor, and Lessee shall not acquire any title or property rights in or to the Leased Equipment, expect the right to use and possess the Leased Equipment so long as, but only so long as Lessee shall not be in default of this Lease. Lessee shall keep the Leased Equipment from any and all liens and claims, and shall not do or permit any act or thing whereby Lessor's title or rights in and to any of the Leased Equipment may be encumbered or impaired. Lessor and Lessee expressly agree that in the event any of the Leased Equipment is now, or may hereafter be, subject to any security interest therein created by the Lessor, Lessee's rights hereunder in and to the Leased Equipment are and shall be subordinate to any such security interest. Lessee expressly agrees that the Leased Equipment will be permanently housed for the duration of this Lease only at its address as indicated on the face hereof. Lessee will notify Lessor in writing of any change in the location of the Leased Equipment, expect temporary changed in location in the normal course of Lessee's business. The Lessor reserved the right to enter upon Lessee's premises at any and all times during normal business hours for the purpose of inspecting and / or retrieving the Leased Equipment. Lessee will immediately give Lessor written notice at any attachment or other judicial process which affects or may affect the Leased Equipment.

4. Lessee shall, during the term of this Lease, maintain and purchase at its sole cost and expense, one or more policies of insurance, placed with reputable companies satisfactory to Lessor, insuring Lessee and Lessor as primary coverage, in accordance with their respective interests and naming Lessor as an Additional Insured / Coinsured as follows: (1) bodily injury (including death) and general liability (including property damage), \$1,000,000 per person and \$1,000,000 per occurrence; (1) theft or damage to the Leased Equipment, the replacement value of such (not to exceed \_\_\_\_\_). Lessee shall notify Lessor within 48 hours of any damage or repairs to the Leased Equipment in excess of \$250.00 and shall forward to Lessor a written report of such within 10 business days. If during the term of this Lease any item of Leased Equipment is stolen or missing and is not recovered within 90 days, or is damaged by accident or otherwise to such an extent that it cannot be restored to good working order and / or condition, then Lessee shall promptly pay Lessor the replacement value of such item(s) of Leased Equipment. Failure by Lessee to perform under this section 6 shall be deemed a material breach of this Lease.

5. Lessee shall be solely responsible for and agrees to promptly pay when due in addition to rent, all sales, use excise or other taxes, charges and levies (excepting only federal income taxes on Lessor's rent received), for which Lessee is or becomes liable, or which Lessor would otherwise have been liable in the absence of this section 7, arising under or out of this Lease or payment made pursuant hereto.

6. Lessee shall not assign this Lease or sublease any of the Lease Equipment without the express written consent of Lessor. Lessor may, without notice to Lessee, pledge, transfer, or assign its rights under the Lease or to any of the Leased Equipment, including but not limited to rents received or to be received from Lessee. Lessee's rights shall be deemed subordinate to the rights of any such assignee, pledgee, or transferee, their agents, trustees, of other holders in the event of a default by Lessor. Lessee agrees that it will place or affix labels, plates, or other markings supplies by Lessor in the Leased Equipment upon request.

7. Lessee expressly warrants and agrees:

(a) to use the Lease Equipment in a careful and prudent manner and only in accordance with the commodities, weights, and limitations set forth on the face hereof;

(b) to use the Leased Equipment only in the usual course of its business; it is stipulated that Lessee, its agents, employees, and contractors are familiar with the Leased Equipment can provide proper maintenance and operation of the same in all particulars, and will take all necessary and prudent measures to protect the health and safety of all those who may come in contact with the Leased Equipment,

(c) that it is familiar with and will comply with all federal, state, and local laws, rules, ordinances, and regulations in anyway related to the possession, use, or maintenance of the Leased Equipment; Lessee is solely liable for the payment of all fines, penalties and charges related to its operation, maintenance and use of the Leased Equipment.

(d) to maintain the Leased Equipment in good and efficient working order, condition, and repair; reasonable wear and tear alone excepted. If applicable, Lessee will maintain and replace tires with a least tires comparable to those received when the Leased Equipment was first delivered to it. Lessor reserves the right to undertake repairs, maintenance, or replacement for or on the behalf of Lessee in the event Lessee fails to do so, in which event, Lessee shall be fully liable for all such costs; and,

(e) not to make alterations, changes or improvement to the Leased Equipment without the advances written consent of Lessor; any such alterations, changes, or improvements shall be deemed, at Lessor's sole discretion to its full and exclusive property.

8. Lessee shall return all leased Equipment in a clean and neat condition (interior and exterior) and free from all foreign matter, or pay the Lessor all costs of cleaning the same and of waste disposal. Should Lessee undertake cleaning, it shall supply to Lessor upon request copies of all documentation concerning the disposal of wastes, waste products, hazardous or noxious substances, and the disposition of same, which cleaning and disposition shall be in accordance with all applicable federal, state and local laws rules and ordinances.

9. Unless otherwise expressly provided herein, Lessee agrees to assume all risks related to this Lease and the Leased Equipment. Accordingly, it is stipulated and agreed that;

(a) Lessee has been given the right to inspect all of the Leased equipment prior to entering into this Lease and has done so; all exceptions are noted on the face hereof, Lessee acknowledges the Leased Equipment to be in good repair and condition and is satisfied with such. Accordingly, Lessee accepts all of the Leased Equipment AS IS and WITH ALL FAULTS; and

(b) Lessor warrants peaceful possession and use of the Leased Equipment so long as Lessee is in full compliance with its duties and obligations under this Lease. Lessor shall extend to Lessee all vendor's warranties and guarantees, if any accompanying the Lease Equipment, but makes no further assurances or warranties and assumes absolutely no responsibility or obligation for maintenance or operation of the Leased Equipment hereby demised to Lessee, nor for any cargo stored or transported by Lessee in or on the Leased Equipment or damage to same, whether of Lessee or of any third-party.

(c) Lessor shall never be liable or responsible for any damaged or claims whatsoever, arising out of the operation, maintenance, or use of any of the Leased Equipment regardless as to the cause including but not limited to failure of the Leased Equipment to properly operate the condition of the Leased Equipment cargo or damage to cargo or mixing of cargoes, whether by cleaning solvents, cleaning process, adulteration, or otherwise; vacuum or pressure damage, tilting or imbalance of loads; improper loading or overloading, injury to person or property; or any other direct, indirect, incidental, or consequential damages or losses to Lessee or to third parties arising out of this Lease. Lessee expressly agrees to save, defend and hold Lessor, its officers, directors, agents, employees, contractors, and assigns harmless from and against any and all manner of such claims, including but not limited to reasonable attorneys fees.

(d) The rental rates provided on the face hereof would be much greater, but for Lessee's assent to the provisions of this Section 11.

(e) EXCEPT AS EXPRESSLY PROVIDED FOR IN PARAGRAPH "b" OF THIS SECTION 11, LESSOR MAKES ABSOLUTELY NO WARRANTIES, REPRESENTATIONS, OR GUARANTEED WHATSOEVER, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE LEASED EQUIPMENT, ITS MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

(f) Lessor may rely upon and intends to so rely on Lessee's promise, stipulations, representations, and agreements contained in the Section 11.

10. In addition the the expiration of the normal Lease term, Lessor may at its option immediately terminate this Lease.

(a) upon, Lessee's failure to timely pay any rents due, or

(b) upon, Lessee's failure to correct any other default in its performance under this Lease after 10 days notice of such default or defect be Lessor to Lessee; or

(c) upon, Lessee's insolvency, bankruptcy, (voluntary or involuntary), receivership, assignment for the benefit of creditors, death, dissolution, in the event Lessee suffers or permits and lien or charge on or against the Leased Equipment, or in the event Lessor has reasonable grounds for believing that Lessee will be unable to perform, now or in the future, under this Lease.

The option to terminate reserved to Lessor hereinabove is not exclusive, Lessor retains the right to pursue in addition thereto any and all other rights or remedies it may possess whether at law or in equity. The waiver of forbearance by Lessor of any of its rights or remedies under this Lease, shall never be construed to be a waiver of such rights or remedies. Lessee hereby waives its right of set - off in any present or future claims against any amounts due Lessor under this Lease.

11. (a) Upon the expiration or earlier termination of this Lease, Lessee shall forth with return all Lease Equipment to Lessor's office as stated on the face hereof, clean and in good order and condition, reasonable wear and tear excepted. All transportation charges to Lessor shall be solely borne by Lessee.

(b) Should any item of Leased Equipment not be returned to Lessor within 10 days from expiration or termination of this Lease, then (i) Lessor may permit Lessee to use such Leased Equipment upon the same terms as provided for in this Lease, provided however that additional rents paid to or demanded by Lessor shall not operate as an automatic of this Lease, or (ii) Lessee expressly authorizes the Lessor to enter upon any premises where the Leased Equipment may be housed and reclaim and remove the same. All costs of reclaiming, removal and transportation of such Lease Equipment shall be borne solely by Lessee. Any claim by Lessee that such reclaimed and recovered items of Leased Equipment contains property of Lessee shall be made to Lessor within 24 hours of Lessor's recovery, or such claim shall forever waived. Lessor's right under this Section 13 are not exclusive and are in addition to any other rights or remedies which Lessor may possess at law or in equity.

(c) Lessee's sole and exclusive remedy under this Lease shall be a return of monies paid to Lessor hereunder without interest.

12. THE LEASE SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS. THE PARTIES FURTHER STIPULATED AND AGREE THAT THIS LEASE IS WHOLLY PERFORMABLE IN HARRIS COUNTY, TEXAS AND THAT VENUE SHALL LIE IN THE COURTS OF HARRIS COUNTY.

13. This Lease may be executed in counterpart's equal dignity.

14. The parties agree to take all further steps, sign and execute any other documents or agreements and do all other things reasonable or necessary to implement the terms of this Lease and each party agrees to refrain from any action or activity which would hinder the performance of the other party hereunder.